

***United States Court of Appeals  
for the Second Circuit***



**SUPPLEMENTAL  
APPENDIX**



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74-2614  
74-2657  
75-7010

UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff-Appellant,

v.

GEON INDUSTRIES, INC., et al.,

GEON INDUSTRIES, INC., and  
GEORGE O. NEUWIRTH,

Defendants-Appellants,

FRANK BLOOM and EDWARDS & HANLY,

Defendants-Appellees.

On Appeal from the United States District  
Court for the Southern District of New York

SECOND SUPPLEMENTAL APPENDIX

LAWRENCE E. NERHEIM  
General Counsel

DAVID FERBER  
Solicitor

VAN P. CARTER  
Attorney

Securities and Exchange Commission  
Washington, D.C. 20549

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P/S



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PAGINATION AS IN ORIGINAL COPY



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Securities and Exchange Commission

Exhibit 11, admitted

into evidence at

page 170 of Volume

II of the Appendix

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**Drexel Burnham & Co.  
Incorporated**

Main Office  
60 Broad Street  
New York, N.Y. 10004

1901 Avenue of the Stars  
Los Angeles, California 90067

Member  
New York Stock Exchange, Inc.  
American Stock Exchange, Inc.  
and other principal  
Stock Exchanges

(213) 277-1211, 879-1711  
Cable Address  
Coburnham

July 2, 1973

Mr. Peter Neuwirth, President  
Geon Industries, Inc.  
3025 East Victoria Street  
Compton, California 90221

Dear Peter:

This letter is to confirm our understanding with respect to our services rendered and to be rendered to Geon Industries, Inc. (the "Company") and its stockholders (the "Stockholders"). Drexel Burnham & Co. Incorporated and persons employed by or associated with it have provided and will continue to provide services in connection with Castrol Oils Inc. or any company or entity affiliated with it or its parent Burmah Oil Company Limited.

In consideration for Drexel's services to date and Drexel's agreement to continue to render services, Drexel will receive as compensation upon the closing of any such transaction, a fee of one and one quarter per cent (1.25%) of the aggregate price.

*provision* It is understood and agreed that the fee as set forth above shall be payable to Drexel in the event that the transaction covered by this agreement shall be consummated with the proposed Purchaser at any time through two years from the date hereof and if such transaction is not consummated within two years from the date hereof, no compensation whatsoever will be due and payable to Drexel. It is further understood that any representations or warranties concerning the Company and/or any matters relating to the Company and/or its Stockholders shall be made by the Company and/or its Stockholders and not by Drexel, and the sole responsibility with respect thereto shall remain with the Company and its Stockholders. Drexel agrees to hold the Company harmless



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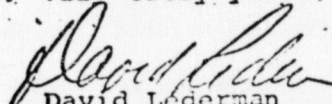
Drexel Burnham & Co.  
Incorporated

Mr. Peter Neuwirth  
Page Two

against claims from any third party intermediaries arising out of Drexel's involvement in the transaction referred to above.

Please execute two attached copies of this letter and return them to me so as to indicate your agreement and acceptance of the foregoing.

Very truly yours,

  
David Lederman  
Vice President  
Corporate Finance

Geon Industries, Inc.

By \_\_\_\_\_  
President

DL:tw



OFFICE OF THE  
GENERAL COUNSEL

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

June 27, 1975

74-2614

A. Daniel Fusaro, Esquire  
Clerk, United States Court of Appeals  
For the Second Circuit  
United States Courthouse, Foley Square  
New York, New York 10007

Re: Securities and Exchange Commission v. Geon Industries, Inc.,  
et al., Civil Appeal Nos. 75-7010, 74-2657, 74-2614.

Dear Mr. Fusaro:

Enclosed are an original and 3 copies of the Commission's motion for leave to file a Second Supplemental Appendix in the above appeals, together with 25 copies of that supplemental appendix.

I hereby certify that I have served by mail on the following opposing counsel in these appeals a copy of the enclosed motion and a copy of the Second Supplemental Appendix:

Jay G. Strum, Esquire  
Kay, Scholer, Fierman,  
Hays & Handler  
425 Park Avenue  
New York, New York 10022  
Counsel for Appellants  
George O. Neuwirth and  
Geon Industries, Inc. and  
Appellee Frank Bloom

Evan L. Gordon, Esquire  
Delson and Gordon  
230 Park Avenue  
New York, New York 10017  
Counsel for Appellee  
Edwards & Hanly

Sincerely,

Van P. Carter  
Attorney

Enclosure

cc: Jay G. Strum, Esq.  
Evan L. Gordon, Esq.

